

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 8
	TO LEASE NO. GS-07B-16776
LEASE AMENDMENT	PDN Number: PS0025896
ADDRESS OF PREMISES: 3197 Executive Drive, San Angelo, Texas 76903	

THIS AMENDMENT, made and entered into this date by and between Executive 3197, LLC

whose address is: 1207 S. Bryant Blvd, Suite A, San Angelo, Texas 76903-7266

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease. The purpose of this Lease Amendment is for a notice to proceed for multiple change orders.

NOW THEREFORE, these parties for consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the full execution of this amendment as follows:

- 1.) To provide for a Notice to Proceed for Change Orders listed on Exhibit "A" and provide for an anticipated date of completion; and
- 2.) To change the total cost of the Tenant Improvements (TI) and/or Building Specific Security (BSS); and
- 3.) To establish the TI Allowance and Building Specific Amortized Capital (BSAC) Allowance; and
- 4.) To provide for the method of payment of the total TIs and BSAC costs; and
- 5.) All other terms and conditions are in full force and effect.

This Lease Amendment contains 2 pages plus Exhibit "A".

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: 
 Name: _____
 Title: Manager / Member
 Entity Name: Executive 3197, LLC
 1207 S. Bryant Blvd, San Angelo, Texas 76903-7266
 Date: 6/12/15

FOR THE

Signature: 
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 1919 Smith Street, Suite 1600
 Houston, TX. 77002
 Date: 6-15-15

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: _____
 Title: ADMIN ASSISTANT
 Date: JUNE 12, 2015

1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the alterations required in the following change orders as it relates to all the additions and deletions listed on Exhibit "A" Page 1. The total cost of all the listed change orders (additions and deletions) in Exhibit "A" Page 1 is \$131,126.79. The anticipated date of completion of all the TIs and Building Specific Security (BSS) is on or before September 14, 2015.

2.) The Government and the Lessor have agreed that the total cost of the TIs and BSS shall change from \$3,181,468.43 to \$3,312,595.22 [\$3,181,468.43 + \$131,126.79]. The TI and BSS costs include all the Lessor's fees for general and administrative costs, overhead, profit and any and all other fees associated with the completion of the TI and BSS costs covered by change orders listed above in paragraph 1 on or before the anticipated date of completion.

3.) The TI Allowance per the Lease Agreement is \$480,160.00 and the BSAC Allowance is \$125,000.00. The Allowances shall be amortized over the first five (5) years of the term of the lease agreement at an interest rate of 7.25 percent (7.25%). The total amount of TI and BSAC Allowance to be amortized is \$605,160.00. The Government retains the right to buy-down all or a portion of the BSAC Allowance.

4.) The Government shall pay for a portion of the total TI Cost by amortizing \$480,160.00 over the first five (5) years of the term, monthly in arrears, at an interest rate of 7.25%. Additionally, the Government shall pay for a portion of BSS Cost by amortizing the BSAC amount of \$125,000.00 over the first five (5) years of the term, monthly in arrears, at an interest rate of 7.25%. All of the remaining balance of \$2,707,435.22 [\$3,312,595.22 (Total TI and BSS Cost) – \$480,160.00 (TI amortized) – \$125,000.00 (BSS amount amortized) = \$2,707,435.22] shall be paid by lump-sum, in which case, the amortized portions of the rent shall be adjusted accordingly upon the completion and acceptance by the Government of the Tenant Improvements and BSS.

Upon the completion of the TI and BSS and the acceptance thereof by the Government, the rent commencement date and the adjusted rent schedule (if required due to the amount amortized) shall be established by a separate Acceptance LA. The subsequent Acceptance LA shall include the term of the scheduled total rent, the annual Shell Rent amount, the annual Operating Cost amount, and the annual amortized TI and BSS cost (if any) and the amount of the total lump-sum payment.

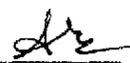
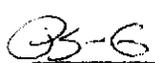
Once the exact amount of the lump-sum payment has been determined by both parties and the Acceptance LA is fully executed by the Government and the Lessor, the Lessor may then submit for the lump-sum-payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. **The invoice shall reference the number PS0025896** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 800-676-3690.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

The Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following email address: Pearl.Summers-Garza@gsa.gov.

5.) All other terms and conditions of the lease shall remain in full force and effect.

INITIALS:  & 
LESSOR GOVT